

JPA File No.: 07-040 I
AG Contract No.: P001 2007 002150
Project No.: 89A YV 349.0
Project: Roundabout weed control, C&G
Section: Scenic Dr. & Black Hills Dr.
TRACS No.: H4129 01C
Budget Source Item No.: 12804

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF COTTONWOOD

THIS AGREEMENT is entered into this date September 13th, 2007, pursuant to the Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF COTTONWOOD, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

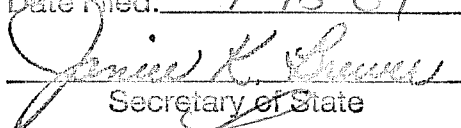

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.

2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.

3. Incident to a State project on SR 89A for roadway reconstruction and capacity additions from Cement Plant Road to Black Hills Drive, the City will maintain one and one-half (1 1/2) new roundabouts located at Groseta Ranch Road and Black Hills Drive and lying within the boundary of the City of Cottonwood. Specifically, the City will maintain street lights (including providing electrical power) and weed control at these roundabouts. In addition, the City requests and will pay the State for nearby curb, gutter, and sidewalk additions, collectively hereinafter referred to as the "Project."

THEREFORE, in consideration of the mutual covenants expressed herein, it is agreed as follows:

NO. 29229
Filed with the Secretary of State
Date Filed: 9-13-07

Secretary of State
By: 

II. SCOPE OF WORK

1. The State shall:

a. Upon execution of this Agreement, invoice the City a lump sum amount not to exceed \$10,287.00 for the City's share of the Project.

b. Prepare design plans, specifications and other such documents and services required for construction bidding and construction of the Project, and submit design plans to the City Engineer for review and comments as appropriate.

c. Advertise for bids and award one or more construction contract(s) for the Project. Administer contracts for the Project and make all payments to the contractor(s). Be responsible for contractor claims for additional compensation caused by Project delays attributable to the State.

2. The City shall:

a. Upon execution of this Agreement and within thirty (30) days of receipt of an invoice, remit to the State the lump sum amount not to exceed \$10,287.00 for the City's share of the Project.

b. Grant the State the necessary temporary construction easements, or rights-of-entry for construction of 316.5 feet of curb, gutter, and sidewalk at the southeast corner of the intersection of Black Hills Drive and Verde Heights Drive.

c. Review the design documents required for construction of the Project as appropriate, and provide comments to the State if needed. Be responsible for any design consultant and contractor claims for additional compensation caused by Project delays attributable to the City.

d. Upon completion of the Project, maintain the streetlights near said roundabouts and provide electrical power for said lights; provide weed control in roundabouts using accepted horticultural practices; maintain new curb, gutter and sidewalk additions upon completion of State's related project.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion and reimbursements; provided herein. However, any provisions for maintenance provided by the City shall be perpetual. This Agreement may be cancelled at any time prior to the award of the construction contract, upon a thirty-day (30) written notice to either party. It is understood and agreed that, in the event the City terminates this Agreement, the State shall in no way be obligated to provide maintenance to property or facilities within the City's right-of-way.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

4. The provisions of Arizona Revised Statutes § 35-214 are applicable to this Agreement.

5. In the event of any controversy, which may arise out of this Agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

6. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 616E
Phoenix, Arizona 85007
(602) 712-7525
(602) 712-7424 Fax

City of Cottonwood
Attn: City Engineer
827 N. Main St.
Cottonwood, Arizona 86326
(928) 634-8033
((28) 634-5520 Fax

7. This Agreement is subject to all applicable provisions of the Americans with Disability Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable Federal regulations under the Act, including 28 CFR Parts 35 and 36. The parties to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

8. Non-Availability of Funds: Every payment obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

9. In accordance with Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each party's legal counsel and that the parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

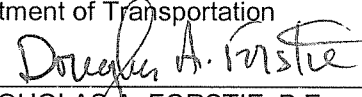
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

CITY OF COTTONWOOD

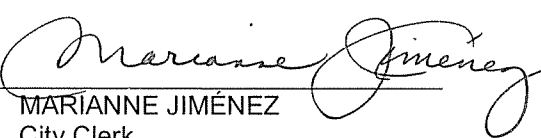
By 
DIANE JOENS
Mayor

STATE OF ARIZONA

Department of Transportation

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
MARIANNE JIMÉNEZ
City Clerk

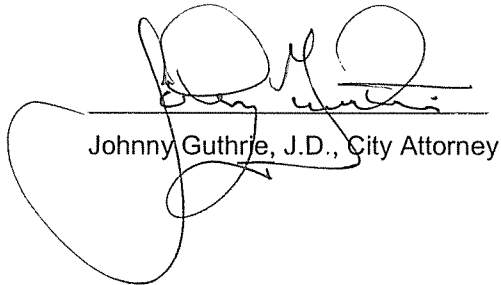
G:\Cottonwood
Initial draft 5/8/07 ghc
City changes approved by PM 8/1/07 ghc
Final draft 8/9/07 ghc

ATTORNEY APPROVAL FORM FOR THE CITY OF COTTONWOOD

I have reviewed the above referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY, an Agreement among public agencies which, has been reviewed pursuant to A.R.S. § 11-951 through § 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the CITY under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 22nd day of August, 2007.



Johnny Guthrie, J.D., City Attorney

RESOLUTION NUMBER 2311

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CITY TO MAINTAIN ONE AND ONE-HALF NEW ROUNDABOUTS LOCATED AT SR 89A AND GROSETA RANCH ROAD AND BLACK HILLS DRIVE.

WHEREAS, the State is empowered by A.R.S. § 28-401 to enter into this Agreement; and

WHEREAS, the City is empowered by A.R.S. § 48-572 to enter into this Agreement; and

WHEREAS, incident to a State project on SR 89A for roadway reconstruction and capacity additions from Cement Plant Road to Black Hill Drive, the City will maintain one and one-half (1 ½) new roundabouts located at Groseta Ranch Road and Black Hills Drive lying within the boundary of the City of Cottonwood; and

WHEREAS, specifically, the City will maintain street lights (including providing electrical power) and weed control at these roundabouts; and

WHEREAS, the City will pay for construction of 316.5 feet of curb, gutter, and sidewalk at the southeast corner of the intersection of Black Hills Drive and Verde Heights Drive, said extension of curb gutter and sidewalk will proceed to the north line of parcel number 406-32-080C.

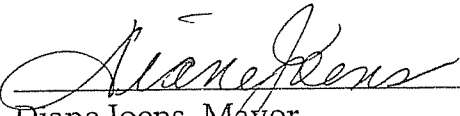
NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA:

THAT, the Intergovernmental Agreement with the State of Arizona, acting by and through its Department of Transportation, for the City to maintain one and one-half new roundabouts located at SR 89A and Groseta Ranch Road and Black Hills Drive is hereby approved.

RESOLUTION NUMBER 2311

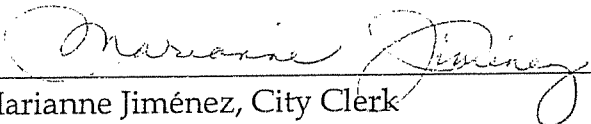
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PASSED AND ADOPTED BY THE CITY COUNCIL AND APPROVED BY THE
MAYOR OF THE CITY OF COTTONWOOD, YAVAPAI COUNTY, ARIZONA, THIS
21ST DAY OF AUGUST 2007.



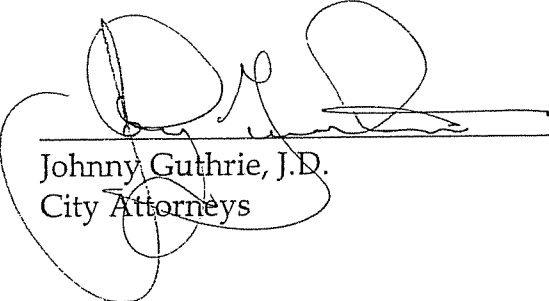
Diane Joens, Mayor

ATTEST:




Marianne Jiménez, City Clerk

APPROVED AS TO FORM:



Johnny Guthrie, J.D.
City Attorneys

<p>TERRY GODDARD Attorney General</p>	<p> OFFICE OF THE ATTORNEY GENERAL STATE OF ARIZONA</p>	<p>CIVIL DIVISION TRANSPORTATION SECTION Writer's Direct Line: 602.542.8855 Facsimile: 602.542.3646 E-mail: Susan Davis@azag.gov</p>
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INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. P0012007002150 (**JPA 07-040-I**), an Agreement between public agencies, i.e., The State of Arizona and City of Cottonwood, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: September 4, 2007

TERRY GODDARD
Attorney General


SUSAN E. DAVIS
Assistant Attorney General
Transportation Section

SED:mjf:54181
Attachment